

TX Page 1 of 3

OZARK RENTALS & INVESTMENTS GROUP LLC.

P. O. Box 8805 Fayetteville, AR 72703

Pickup & Payment Info # (855) 236-9275

Fax # (479) 935-8393

Delivery/Warranty Info # 270-623-6090

ozarkrentalsinvestmentsgroup@yahoo.com Date

04/12/13

Renter: chad smith		Date of Birth: [REDACTED]	SS# 4 [REDACTED]	DL# [REDACTED]
Address: same		City, County, State, Zip: 0 0 Texas 00000		
Hm Phone: (214) 554-1512	Cell: (214) 554-1512	Employer: 0	Wk Phone: (903) 464-0655	
Own Land Where Building's Delivered		Landlords Phone: -	Landlord Name: 0	
Co Renter: 0		Date of Birth: [REDACTED]	SS# [REDACTED]	DL# [REDACTED]
Cell: -	Employer: 0	Wk Phone: -		
Required References:		Required References:		
Name: john smith		Name: cody smith		
Address: 713 terrance dr		Address: 512 e sears		
City, State Zip: denison texas 75020		City, State Zip: denison texas 75020		
Phone: (903) 815-3257		Phone: 903 6472614		

RENTAL PURCHASE AGREEMENT AND DISCLOSURE STATEMENT

This agreement made and entered on this day of **04/12/13** (a copy of which has been furnished to Renter as evidenced by Renter's signature as it appears below), by and between **Ozark Rentals & Investments Group, LLC.**, having its principal place of business at **P.O. Box 8805, Fayetteville, Ar. 72703 in Washington County, Arkansas**, hereinafter referred to as "Lessor" and said Consumer who's address and name appears above is referred to as "Renter". The following information is hereby disclosed to the Renter pursuant to State laws and are terms and conditions of this agreement.

The cash price of this leased property is **\$2,375.75** Plus Sales Tax

1. **LEASE TERM:** The term of this agreement is for one month. Renter may renew this agreement for consecutive terms of one month by making rental payments in advance for each additional month Renter wishes to rent the property. The rental payment per month is: **\$109.99** + sales tax **\$9.07** = **\$119.06** per month. Sales tax and total payment amounts may change to reflect any sales tax rate changes enacted by applicable governmental taxing authorities. The rental payment is due on the _____ day of each succeeding month.

2. **DESCRIPTION OF PORTABLE BUILDING BEING LEASED:**
SUTX-10x16

3. **CONDITION OF THE PROPERTY:** NEW X USED (CHECK ONE)
4. **INITIAL RENTAL PAYMENT :** Your initial rental payment breakdown is as described below:
- | | | | | | |
|-----------------|------------------------|--------------------------|----------------|---------------------|-----------------|
| Monthly Rent | Sales Tax | Security Deposit | Cost Reduction | Net C.R./Anchors | TOTAL RECEIVED |
| \$109.99 | + \$9.07 | + \$100.00 | or \$- | - \$- | \$219.06 |

5. **OTHER CHARGES:**

In - house Collection/Trip Charge (+ applicable sales tax)
\$300.00

Reinstatement/Late Fee (+ applicable sales tax) Max 7-Day Grace Period

The lesser amount of 10% of the delinquent payment or \$10.00 and not less than \$5.00

6. **TOTAL COST:** If you choose to rent to own you must renew this lease **thirty six (36) months**. The Total Cost includes all costs included in the initial rental payment but does not include other charges you may incur such as late fees, default pickup, or reinstatement fees. These charges are explained elsewhere in this agreement. If any Renter makes thirty six (36) monthly payments on time, the cost is as follows:
36 Months @ \$119.06 per mo. for a total cost of \$4,286.16

YOU ACQUIRE NO OWNERSHIP RIGHTS IN THE PROPERTY UNTIL YOU HAVE MADE THE NUMBER OF PAYMENTS INDICATED HEREIN.

7. **OUR ESTIMATED FAIR MARKET VALUE FOR THIS PROPERTY IS:** **\$2,375.75** plus sales tax

8. **SECURITY DEPOSIT:** At the time of the execution of this agreement, the Renter shall pay us a security deposit in the amount of **\$100.00** to be held by Lessor as security for the performance of all terms of this agreement and including, but not limited to, the payment or redelivery charge. Such deposit (or such part thereof that has not been applied to remedy defaults of Renter,) shall be refunded, without interest, only on the expiration of the term of this lease, if Renter has not been late on payments **THREE or more times**, and if all obligations of Renter have been performed, including payments of all charges, late fees, repairs to property, or discharged and you exercise your option to purchase. We from time to time use the proceeds of the deposit to apply towards any breach by you of the terms of this lease, and in the event of such application, upon demand from us, you shall restore the deposit to the original amount. **There is a charge to pick up and redeliver the property. By signing this lease, you admit that you have read all 3 pages, that you understand it and that you have received a signed copy of it. You also admit that you have received the property in satisfactory condition.**

RENTER: [Signature] DATE 4-12-13 CO-RENTER _____ DATE _____

Witness: [Signature] DATE 4-12-13

9. **EARLY PURCHASE OPTION:** If you wish to purchase the rental property you may do so at any time by the payment of sixty percent **60%** of the remaining Total Cost calculated at the time plus sales tax and any other applicable fees or charges.
10. **REINSTATEMENT:** If you allow this agreement to expire, you can reinstate it without losing any rights or options previously acquired by making all rental and other payment due within 16 days of the renewal date. Or, if you return the property to us within this time, then you will have 30 days from the date of return to reinstate by making all payments due.
11. **RISK OF LOSS:** You are liable for the value of the property in excess of normal wear and tear if it is lost, destroyed, damaged, or stolen. Your liability will not be greater than the early purchase option price. If damaged, destroyed, lost, or stolen, your liability is the lesser of that price or the reasonable cost to repair the property. Renter shall not permit the leased property to be altered by the addition of equipment and accessories or the placing of signs thereon and shall not permit the leased property to be tied to or otherwise affixed to any real estate in such a manner that the same can't be removed without damage to the leased property. Renter shall not obstruct access to property as to prevent removal in the event of termination.
12. **TERMINATION:** You may terminate this agreement without any penalty by voluntarily surrendering or returning the property in good repair at the end of any lease term. **Renter must make this request in writing at least seven (7) days in advance for the property to be returned. Renter will owe rent for any and all time that Renter has use of the property. Return the property to us and pay all rental payments and other charges due through the date of return.** You agree to return the leased property to us in the same condition that it was on the date of termination of the lease, normal wear and tear excepted. **You also agree to immediately remove all of your personal belongings and property at the termination of this agreement**, whether such termination is caused by your default, or by lapse of time. We may elect that any personal property not removed at such termination by you to be deemed **abandoned by you and shall become our property without any payment or offset thereof**. If we do not elect to do so, we may remove such property from the leased premises and store named at your risk and expense. In the event of termination by you, you will still owe us any past due rental payments. If you fail to make a timely rental payment, which otherwise would effectuate a termination of this agreement, Renter shall have the right to reinstate the agreement without losing any right or options by payment of all past due rental charges, the reasonable cost of pick up, re-delivery, refurbishing and any applicable late fees within five (5) days of the renewal date. **Renter shall not obstruct access to property as to prevent removal in the event of termination. This contract constitutes written permission Lessor to enter Renter's property, open gates, move obstacles or take any reasonable means necessary to recover the leased property in the event of default by Renter.**
13. **ASSIGNMENT:** You may **NOT** sell, mortgage, pawn, pledge, encumber, dispose of the property or move it from its current residence without our written consent. If you do so, you will have breached this lease and we will have the **immediate right to possession of the property**. We may sell, transfer or assign this lease without notice to you. You may **NOT** assign your rights under this contract to any third party without our written consent which shall not be unreasonable withheld.
14. **RIGHT OF INSPECTION:** **We shall have the right to examine and inspect the rented property at all reasonable times. We shall have the right to remove the property in the event of non-payment and or default under this contract.**
15. **LOCATION OF PROPERTY:** The rented property shall be kept at the address shown on this agreement. It may not be moved from that address without our written consent which consent shall not be unreasonable withheld. The rented property may only be moved by carriers authorized in writing by us. There is a charge to move the rental property. **(For delivery address see page (3) section 23.)**
16. **TITLE, MAINTENANCE AND TAXES:** **Renter is responsible for any and all real estate and personal property taxes.** We retain title to the property at all times and will pay any sales taxes which might be levied upon the property. You do not own the property unless you buy it or acquire ownership as provide by the terms of this lease. You must maintain the property in good repair and working order as long as you rent it.
17. **OUR LIABILITY:** Notwithstanding anything contained in this agreement to the contrary, we shall not be liable to you or to any other person, firm or corporation by reason of the loss of, damage to or destruction of any contents contained from time to time in the leased property, unless such loss, damage or destruction is due to our negligence or the negligence of our agent, servants or employees. In the event, and whether or not such loss, damage, or destruction of the property kept in the leased premises is due to our negligence, our agent, servants, or employees or otherwise, our liability shall not exceed the value or the building in question. In this regard, you warrant and guarantee to us that no property in excess of said limit of liability shall be placed in or stored in the leased property other than at your sole peril.

By signing this lease, you admit that you have read all 3 pages, that you understand it and that you have received a signed copy of it. You also admit that you have received the property in satisfactory condition.

RENTER: [Signature] Date 4-12-13 CO-RENTER: _____ Date _____

Witness: [Signature] Date 4-12-13

18. **NOTICE TO INTERESTED PARTIES:** Notice is hereby given to any holder to this instrument or any interest therein that to the extent this instrument may be deemed to be a consumer lease agreement, the rights of such hold, if any, are subject to all claims and defenses which the debtor could assert against the seller of the goods and services obtained pursuant thereto, but with recovery by the debtor being limited to the amount paid by the debtor hereunder.
19. **OUR RIGHTS TO TAKE POSSESSION:** If you do not renew this lease, we have the right to take possession of the property. If you do not allow us to do so, you agree to pay our costs incurred in taking possession of the property including reasonable attorney's fees and court costs. This contract constitutes written permission for us to enter your property, open gates, move obstacles or take any reasonable means necessary to recover the leased property in the event of your default. By signing this agreement, you authorize any person having an interest in the real property to which the property leased hereunder is affixed, including but not limited to, landlords, owners, and/or co-Renters, the right to enter said property for the purpose of assisting us in repossessing the lease property.
20. **COST OF ENFORCING THIS AGREEMENT:** In the event we incur costs or expenses in enforcing the terms of this agreement because of your breach thereof, we shall recover from you all of the costs and expenses by reason thereof, including but not limited to our reasonable attorney's fees and court costs. In the event of default in complying with the terms of this lease and we proceed to retrieve the building, and you pay the amount in arrears after we have made the trip to retrieve the building, then you shall pay us in addition to the payments in arrears, the sum of \$300.00 plus sales tax as reimbursement of said expenses.
21. **CONDITION OF THE PROPERTY:** We agree that you have examined the leased property, know its condition and have agreed to lease the property in "as is" condition and that we have made no representations, warranties, or promises of any kind or nature, either expressed or implied, as to the condition, quality, suitability, or fitness of purpose of the leased property. You agree that the laws of the state of Arkansas, Lessor's home state, shall govern this contract in all respects, and you further agree to submit to the jurisdiction of the **Courts of Arkansas**, including but not necessarily limited to the Courts of **Washington County, Arkansas**, site of our home office.
22. **CHANGES TO THIS AGREEMENT:** This agreement sets forth the parties entire agreement and may not be changed except in paper writing signed by both parties.
23. **DELIVERY ADDRESS VERIFICATION:** Renter: chad smith
whose address is: 101 e main st suite135 City: Denison - Grayson
State: Texas County: Grayson - Denison Zip Code: 75021
which is referred to on page 2, section 15.

NOTICE TO RENTER:

- (A) **DO NOT** Sign this Rental Purchase Agreement before you read all three pages or if it contains any blank spaces.
- (B) You are entitled to an exact copy of the Rental Purchase Agreement you sign. Keep it to protect your legal rights.

RENTER: _____ Date _____ CO-RENTER: _____ Date _____
Witness: Ga, Leff Date 4-12-13

ASSIGNMENT

The Parties acknowledge that this agreement and all proceeds hereof are subject to a first priority security interest in favor of Ozark Rentals & Investments Group, LLC., and it's successors and assigns all rights, title and interest in this contract. Seller gives assignee full power to take all legal or other action which seller could have taken under this contract.

[Signature] Lessor By _____